



BID NO.: 9136-1/22

OPENING: 2:00 P.M.  
WEDNESDAY  
May 23, 2012

**MIAMI-DADE COUNTY, FLORIDA**  
**I N V I T A T I O N**  
**T O B I D**

**TITLE:**

**Vending Machine Services for Miami-Dade Transit**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST: .....	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP): ...	N/A
INDEMNIFICATION/INSURANCE: .....	See Section 2, Paragraph 2.11
PRE-BID CONFERENCE/SITE VISIT: .....	See Section 2, Paragraph 2.3
SMALL BUSINESS ENTERPRISE MEASURE: .....	N/A
SAMPLES/INFORMATION SHEETS:.....	N/A
MDPHA SECTION 3: .....	N/A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:.....	N/A
WRITTEN WARRANTY: .....	N/A
LIVING WAGE: .....	N/A

**FOR INFORMATION CONTACT:**

**Ana M. Rioseco, 305-375-3704, [ariosec@miamidade.gov](mailto:ariosec@miamidade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 9136-1/22**

**Bid Title: Vending Machine Services for Miami-Dade Transit**

**Procurement Officer: Ana M. Rioseco**

**Bids will be accepted until 2:00 p.m. on May 23, 2012**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

**All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**

## SECTION 1

### GENERAL TERMS AND CONDITIONS

#### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**ISD/PM** – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/ISD/PM](http://www.miamidade.gov/ISD/PM)

#### 1.2. INSTRUCTIONS TO BIDDERS

##### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

##### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**  
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

## SECTION 1

### GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### D. Request for Additional Information

- Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
- The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### E. Contents of Bid Solicitation and Bidders' Responsibilities

- It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

#### F. Change or Withdrawal of Bids

- Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

- Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

#### G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### H. Prompt Payment Terms

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

#### I.3. PREPARATION OF BIDS

- The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

#### I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

**1.6. CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

**1.7. WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.10. LOCAL PREFERENCE**

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**1.12. BID PROTEST**

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.13. LAWS AND REGULATIONS**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

**1.14. LICENSES, PERMITS AND FEES**

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a revenue generating contract for vending machine services for the sale of beverages and snacks for the Miami-Dade Transit Department (MDT) at various Metrorail and Metromover stations and other facilities in conjunction with the County's needs.

**2.2 SMALL BUSINESS CONTRACT MEASURES**

Intentionally Omitted

**2.3 PRE-BID CONFERENCE AND SITE VISIT (HIGHLY RECOMMENDED)**

A pre-bid conference followed by a site visit / walk through will be held on Monday, May 7<sup>th</sup>, 2012, at 9 a.m. at the Overtown Transit Village (OTV) building located at 701 NW 1st Court, Miami Florida 33136, first floor training room, to discuss the special conditions and specifications included within this solicitation. It is highly recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

Representatives from the Miami-Dade Transit Department will be available at this meeting to answer questions, and staff from the Internal Services Department, Procurement Management Division will be on hand to clarify any procurement issues.

It is highly recommended that bidders visit the proposed sites of each vending machine and identify and become familiar with any and all conditions which may, in any manner, affect the delivery, installation, and operations of the machines. No allowances will be made due to a bidder's lack of knowledge of these conditions.

A site visit will be conducted on all Phase 1 Stations following the pre-bid conference at OTV.

**2.4 TERM OF CONTRACT: SIXTY (60) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the sixty month contract term.



**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

**2.5 OPTION TO RENEW FOR ONE (1) 5-YEAR TERM (Maintain Same Sales Commission Percentage and Monthly Access Fee):**

Prior to, or upon completion, of the initial term, the County shall have the option to renew this contract for one additional five (5) year period. The awarded bidder shall maintain, for the entirety of the stated additional period, the same Monthly Access Fee and percentage of gross sales commission, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to negotiate higher pricing for the additional term based on market research information or other factors that influence price.

Should the awarded bidder decline the County's right to exercise the option period, the County will consider the awarded bidder in default which decision shall affect that vendor's eligibility for future contracts.

**NOTE: IF MULTIPLE BIDDERS ARE INVOLVED UNDER THIS CONTRACT, OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC BIDDER.**

**2.6 METHOD OF AWARD**

Award of this contract will be made to the two responsive and responsible bidders offering the highest monthly Commission Percentage for all machines, per month, plus a guaranteed fixed Monthly Access Fee (MAF) of \$85.00 per machine, per month, to be installed at the locations identified in Section 3, Paragraph 3.2, Phase 1 stations. While the award will be made to two bidders to assure availability, the responsive and responsible bidder guaranteeing the MAF and offering the highest monthly Commission Percentage for all machines will be designated as the primary awarded bidder and will be given the first opportunity to perform under this contract.

The responsive and responsible bidder guaranteeing the MAF and offering the second highest monthly Commission Percentage for all machines will be designated as the secondary awarded bidder, and shall be ready to fulfill the contract upon the County's notification should the primary bidder fail to perform. Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations.

Additional locations/stations identified in Section 3, Paragraphs 3.2.2, will be made available to the primary awarded bidder, at a future date, at the sole discretion of the County for inclusion under this contract's terms and condition. The primary bidder will place vending machines following the completion of electrical upgrades at these stations. If the County exercises the option for Phase 2 stations/locations, a separate Notice to Proceed (NTP) will be issued by the County for each station/location. The vending machines shall be installed by the primary awarded vendor at the same terms, conditions, and commission percentage and MAF amounts for Phase 1 stations.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

**2.7 PRICES**

The revenue paid to Miami-Dade Transit department by the awarded bidder shall be the Monthly Access Fee (MAF) and the Commission Percentage of all gross sales, per machine, per month.

**2.7.1 Monthly Access Fee (MAF)**

The Monthly Access Fee is defined as: a fixed fee per machine, per month, charged by MDT to the awarded bidder to place vending machines on County property for the sale of items contained therein. Payment of the MAF by the awarded primary bidder to the County does not guarantee sales of products contained within any vending machine. Therefore, the MAF fee will be charged as soon as the machine is initially installed regardless of its operational or sales status. The \$85.00 MAF established by the County shall remain fixed and firm during the term of contract and the option to renew term.

**2.7.2 Commission Percentage**

The Commission Percentage is defined as: a percentage of the total gross sales revenue produced by all vending machines in a one month period. If a bidder is awarded a contract under this solicitation, the Commission Percentage offered by the bidder shall remain fixed and firm during the term of contract and the option to renew term.

**2.8 EXAMINATION OF SITE (RECOMMENDED)**

See Section 2, Paragraph 2.3.

**2.9 EQUAL PRODUCT**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE**

**Note:** Insurance is required from the primary awarded bidder. Secondary awarded bidder will be required to comply with insurance requirements at the time when it performs services under this contract.

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs,

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance to include Products Liability insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:      MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

**Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.**

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

**2.15 METHOD OF PAYMENT**

The MAF shall be paid to the County in arrears on a monthly basis, due no later than the tenth (10<sup>th</sup>) calendar day of each month. Accordingly, the first MAF payment shall be due from the awarded bidder to the County on the 10th day of the first month after the Notice to Proceed is sent to the awarded bidder (see Section 2, paragraph 2.7.1). All MAF payments and commission payments (see Section 3, paragraph 3.11) shall be delivered to the address listed below:

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

Miami-Dade County  
Transit Department  
Attn: Accounts Payables Division  
701 NW 1 Court, 13th Floor  
Miami, Florida 33136

Monthly commission payments shall be accompanied by a dated detailed statement supported by the report specified in Section 3, Paragraph 3.11, Sales Collection, Reporting, and Auditing Rights.

The sales report for each machine shall be accurately submitted to the County's project manager on a monthly basis, no later than ten (10) calendar days after the last day of the previous month along with a payment statement and payment (See Paragraph 3.11). Failure to provide these documents and to maintain the meters in good working order shall render the awarded bidder in default of this contract.

In accordance with Administrative Order No. 4-86, all checks shall be drawn only on United States banks in United States currency with the drawer's name and address imprinted on the check. All checks are to be made payable to: **Miami-Dade County, Board of County Commissioners.**

**2.16 SHIPPING TERMS**

Intentionally Omitted

**2.17 DELIVERY REQUIREMENTS**

Intentionally Omitted

**2.18 BACK ORDER ALLOWANCE**

Intentionally Omitted

**2.19 WARRANTY REQUIREMENTS**

Intentionally Omitted

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ana M. Rioseco, at (305) 375-3704, email – [ariosec@miamidade.gov](mailto:ariosec@miamidade.gov)

**2.21 UAP**

Intentionally Omitted

**2.22 CLEAN-UP**

All unusable materials and debris shall be removed from the premises by the awarded bidder during installation, resupplying, repairing, or any other type of work on the vending machines to the satisfaction of MDT's Project Manager.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

**2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE AWARDED BIDDER**

The awarded bidder shall promptly repair or replace machines that are not working; meaning a machine not properly performing any of its customary vending functions. All machines shall be in compliance with Section 2, Paragraph 2.25. The awarded bidder shall notify MDT's Project Manager of each malfunctioning machine. The awarded bidder shall bear all costs of any such repair or replacement. If the awarded bidder fails to repair or replace the machine within 24 hours, the County will impose infraction fees in accordance with Section 2, paragraph 2.33. If the replacement/repair is not completed in 5 calendar days, the County may at its discretion, notify the awarded bidder in writing that it is subject to contractual default. The County may place the awarded bidder on default, obtain the services through another vendor to correct the deficiencies, and charge the awarded bidder for any additional costs.

**2.24 ADDITIONAL VENDING MACHINES**

The awarded bidder shall not add machines in excess of the number specified by the County without prior written approval from the MDT Project Manager. Any such placement of machines by the awarded bidder(s) without prior written approval from the County is a matter of default. The County reserves the right to request additional machines from the awarded bidder for stations/locations included in this solicitation and for other facilities currently not included in this bid. The awarded bidder shall maintain, for the entirety of the contract period for all existing and any additional machines, the same Monthly Access Fee (MAF), Commission Percentage, terms and conditions included within the originally awarded contract. If the MDT Project Manager authorizes additional machines at an individual site, the County shall have the right to select which type of vending machine (beverage / snack) will be added to each site.

**2.25 MACHINES SHALL BE MOST RECENT MODEL AVAILABLE**

All machines installed by the awarded bidder during the entire term of the contract shall be new, or like new and the latest models with the most recent tamperproof non-re-settable meters and in accordance to the specifications in Section 3. The County prefers machines with financial accounting systems. Replacement machines shall meet or exceed all the requirements in the solicitation. The machines shall conform to all applicable local, state, and federal requirements. All components, including but not limited to wiring, accessory mountings, parts, connectors, and adjustments, are to be in accordance with current American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and the appearance shall be consistent with, or shall exceed, industry standards. Any components ordinarily considered optional, which are required in accordance with the bid specifications shall be considered standard equipment for purposes of this solicitation. Omission of any essential detail from the requirements and specifications does not relieve the awarded bidder from furnishing a complete unit. All costs for removal of any machine not meeting this requirement shall be borne by the awarded bidder.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

**2.26 LICENSES, PERMITS, AND FEES**

The awarded bidder shall obtain and pay for all licenses, permits, and fees required for this scope of work and service; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and / or fines imposed on the County or the awarded bidder for failure to obtain required documentation shall be borne by the awarded bidder.

**2.27 DAMAGE TO COUNTY PROPERTY**

The awarded bidder shall be solely responsible for any and all damages to any County or bidder's property resulting from the delivery, installation, or operation of its vending machines. Such damage shall be promptly repaired to the County's satisfaction at the awarded bidder's expense under County supervision. The County will not be responsible for any damage due to vandalism.

**2.28 NOTICE TO PROCEED**

MDT's Project Manager will issue a Notice to Proceed (NTP) for vending machine placement/installation for each site. The notice will afford the awarded bidder at least fifteen (15) calendar days for installation before assessing liquidated damages. The awarded bidder shall not deliver, install, or commence operating any vending machine without the written notice to proceed.

**2.29 SAFEGUARDING FOOD ITEMS**

The awarded bidder shall safeguard all goods by removing recalled and/or expired items, rotating items, and/or performing the best industry practices to ensure food safety.

**2.30 EMPLOYEE IDENTIFICATION CARD**

The awarded bidder agrees to comply with all MDT security procedures. The awarded bidder's employees may be required to obtain (at no initial cost to the bidder or its employees) and wear at all times identification cards issued by MDT while working on County property under this contract.

**2.31 REMOVAL NOTICE**

The awarded bidder shall remove vending machine as directed by MDT's project manager upon receiving written notice. This removal must be completed within five (5) calendar days of the date of issuance of removal notice unless specified otherwise in the notice. Upon removal in accordance with the notice, the MAF fee shall cease. The awarded bidder shall pay the MAF Fee for a partial month on a prorated basis (daily proration).

**2.32 INFRACTION FEES**

The awarded bidder shall be liable for damages, direct or indirect, resulting from their failure to meet specific contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County's Project Manager's assessment of infraction fees will be final. Multiple infractions may result in an awarded bidder Non-Performance, and possible termination of the awarded bidder's contract with the County.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

Depending upon the County's estimation of the severity of the infraction and at the discretion of MDT's Project Manager, on a case by case basis, the County may issue a written warning before levying an infraction fee.

A written notice of a violation and intent to impose infraction fees will be provided to the awarded bidder. This notice will be issued to the awarded bidder promptly by the County's Project Manager to afford the awarded bidder time to notify the County of any extenuating circumstances. Violations that may result in the assessment of infraction fees:

**2.32.1 Failure to comply with the requirements in Section 2 Special Conditions, Paragraph 2.22 Clean-up.**

An infraction occurs when the awarded bidders fails to clean the work area in accordance with Paragraph 2.22. This fee is intended to compensate the County for additional janitorial costs. The first infraction may result in infraction fees in the amount of \$100.00, the second infraction \$200.00, the third and subsequent infractions, \$300.00.

**2.32.2 Failure to comply with the requirements in Section 2 Special Conditions, Paragraph 2.30 Safeguarding Food Items**

An infraction also occurs when the awarded bidder fails to safeguard food items in accordance with Paragraph 2.30, potentially posing a health hazard to consumers of the awarded bidder's products. The first infraction may result in infraction fees in the amount of \$100.00, the second infraction \$200.00, the third and subsequent infractions, \$300.00.

**2.32.3 Failure to deliver and commence vending operations**

Failure to deliver and commence vending operations in accordance with the Notice to Proceed (NTP) date and to the satisfaction of the County shall cause the awarded bidder to be subject to infraction fees in the amount of \$3.00 per machine for each and every calendar day that the machine is not properly installed, functioning, and vending goods.

**2.33 ADVERTISEMENT**

No advertisements are allowed on vending machines.

**2.34 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE**

Intentionally Omitted

**2.35 LIST OF PRODUCTS OFFERED FOR SALE**

Since the Bid Submittal Form does not list specific manufacturers or brand names of beverages and snacks, the bidder shall submit a list of the proposed products and label information indicating the specifications and ingredients for the products that will be sold under the contract. This information shall be made available to the County with the bid submittal and as requested by the County during the contract term. This list shall be maintained by the awarded bidder and be readily available to consumers. The awarded



**SECTION 2**  
**SPECIAL CONDITIONS**  
**VENDING MACHINES SERVICES FOR MDT**

bidder shall not place any item for sales to consumers for which it does not have a list of ingredient available to the County for its approval.

All bidders are required to submit this list with their bid. However, Miami-Dade County may, at its sole discretion, allow bidders to submit, or supplement the product list during the bid evaluation period.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**VENDING MACHINE SERVICES FOR MDT**

**3.1 SCOPE**

The awarded bidder shall furnish, install, maintain, service, repair and/or replace, and keep fully stocked, automated vending machines for dispensing to the public non-alcoholic beverages (plastic bottles only), wrapped snack products, candy (excluding gum and like products), and other standard vending items the County will approve and designate from time to time throughout the contract term at the Miami-Dade Transit (MDT) Metrorail and Metromover stations, and other MDT facilities (locations). Specifically excluded from the scope of this contract are prepared foods such as sandwiches, all tobacco products including smokeless products, all alcohol, and all chewing gum and like products. The County's Project Manager will administer this Contract for the County.

The County retains the right to have the awarded bidder add or remove any or all food product or vending machine at any time. In addition, the awarded bidder may propose to the County additional locations for placing beverage and snack vending machines, and the County retains the right to accept or reject said proposals.

**3.2 STATIONS/LOCATIONS AND NUMBER OF MACHINES**

Vending machines shall be placed/installed by the awarded bidder at the locations listed below. The electrical outlet(s) to be used in Phase 1 station locations will be identified by the MDT representative during the site visit of Phase 1 stations. Due to the need for required electrical upgrades for stations included in Phase 2, as listed below in Subsection 3.2.2, these stations will be made available to the awarded bidder at a later date. These additional stations and other facilities may be added during the term of the contract as part of Phase 2 at the sole option of the County following completion of the required electrical upgrades.

3.2.1: Locations/Stations where vending machines to be installed in Phase 1:

<b>PHASE 1 – STATIONS/ LOCATIONS</b>		<b>GATED</b>	<b>QTY</b>
<b>1 Dadeland South Metrorail Station</b>	Inside of faregates facing guard kiosk	<b>YES</b>	<b>2</b>
<b>2 Dadeland North Metrorail Station</b>	South end of station near parking garage and up escalator	<b>YES</b>	<b>2</b>
<b>3 Historic Overtown/ Lyric Theatre Metrorail Station</b>	Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>4 Culmer Metrorail Stations</b>	Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>5 Dr. Martin Luther King Jr. Plaza Metrorail Station</b>	Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>6 Palmetto Metrorail Station</b>	Outside of faregates near EASY Card Ticket Vending Machines	<b>YES</b>	<b>2</b>

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**VENDING MACHINE SERVICES FOR MDT**

<b>7</b>	<b>Arsht Center Metromover Station</b> Ground level, east side of station, adjacent to the elevator	<b>YES</b>	<b>2</b>
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**3.2.2** Locations/Stations where vending machines to be installed in Phase 2:

<b>PHASE 2 – STATIONS/ LOCATIONS</b>		<b>GATED</b>	<b>QTY</b>
<b>8</b>	<b>Hialeah Metrorail Station</b> Inside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>9</b>	<b>Earlington Heights Metrorail Station</b> Inside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>10</b>	<b>Civic Center Metrorail Station</b> Second level of station, just west of guard kiosk	<b>YES</b>	<b>2</b>
<b>11</b>	<b>Allapattah Metrorail Station</b> Inside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>12</b>	<b>Brickell Metrorail Station</b> North end of station, inside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>13</b>	<b>Vizcaya Metrorail Station</b> Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>14</b>	<b>Coconut Grove Metrorail Station</b> Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>15</b>	<b>Douglas Road Metrorail Station</b> Outside of faregates, east side of station near bus bay area	<b>YES</b>	<b>2</b>
<b>16</b>	<b>University Metrorail Station</b> Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>17</b>	<b>Okeechobee Metrorail Station</b> Second level facing guard kiosk	<b>YES</b>	<b>2</b>
<b>18</b>	<b>Tri- Rail Metrorail Station</b> North end of station, just beyond faregates	<b>YES</b>	<b>2</b>
<b>19</b>	<b>Northside Metrorail Station</b> Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>20</b>	<b>Brownsville Metrorail Station</b> Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>
<b>21</b>	<b>Santa Clara Metrorail Station</b> Outside of faregates near guard kiosk	<b>YES</b>	<b>2</b>

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**VENDING MACHINE SERVICES FOR MDT**

<b>22</b>	<b>And, all 21 Metromover Stations in Downtown Miami</b> Outside of faregates area (no guards permanently stationed)	<b>YES</b>	<b>42</b>
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**3.3**     **SPECIFIC REQUIREMENTS**

The awarded bidder shall ensure that the vending machines are serviced regularly and ample fresh stock of products are maintained in each machine during each day the station/location is open for regular business. Each and every machine shall contain non-resettable meters that record total sales. The awarded bidder shall follow County guidance with respect to alterations, physical changes, and utility connections. At the conclusion of the contract period, all equipment will remain the property of the awarded bidder. The awarded bidder shall keep the vending machines clean, sanitary, and sufficiently stocked at all times. The awarded bidder shall act in a spirit of mutual cooperation with the County.

**3.4**     **SERVICE PERSONNEL**

The awarded bidder must have trained competent service personnel available to repair or replace the machines as needed. The awarded bidder(s) shall make all repairs / replacements within twenty-four (24) hours after it notices (or the County notifies the awarded bidder) that a machine is not performing properly. Weekends and holidays will be excluded from the 24-hour requirement. For example, machines reported inoperative by 1:00 p.m. on Friday must be repaired or replaced by 1:00 p.m. on Monday. The awarded bidder must provide the name(s) and telephone number(s) of such service personnel to the MDT Project Manager so that reported malfunctions may be acknowledged immediately.

**3.5**     **REFUNDS**

The awarded bidder shall provide customer reimbursements for malfunctioning equipment or defective and/or expired products. A uniform system of refunding money to customers must be in operation at all times. The awarded bidder shall provide a system, acceptable to the County, for refunds to customers who insert money into a machine and receive no products or return of their money due to malfunctions, expired, or unsuitable products.

**3.6**     **PRODUCTS**

Products to be stocked and available for sale from the vending machines shall include, but not be limited to, non-alcoholic (plastic) bottled beverages, salty and confectionary ("sweets") snacks. No prepared foods, tobacco, or chewing gum or like products shall be permitted. All products shall be approved for sale by the County before being placed into machines.

**3.7**     **FRESH PRODUCTS**

All products must be in sealed packages or containers and removed from vending machines before the manufacturer's expiration date of the food item.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**VENDING MACHINE SERVICES FOR MDT**

**3.8 PRODUCT PRICE POSTING**

The prices of all products shall be in clear view on each vending machine. The County shall be the sole judge of sign quality, visibility, and size of lettering. All beverages shall be in plastic bottles with plastic caps (no cans).

**3.9 PRODUCT PRICE SCALE**

The awarded bidder shall establish and maintain prices in accordance with industry standards.

**3.10 ELECTRICITY AND PEST CONTROL**

The County will pay for the electricity required to operate the machines at the designated sites. However, installation expenses will be borne by the awarded bidder. The County will not be liable for temporary interruption caused by mechanical breakdown, power failure, scheduled outages, or acts of nature. The County will arrange for pest control contract services in the vending area. Failure of the awarded bidder to maintain machines in a clean and sanitary condition may result in termination of the contract.

**3.11 SALES COLLECTION, REPORTING, AND AUDITING**

A sales report shall be computer generated in an excel spreadsheet format, styled in columns each headed with the following information and sorted by location. 1) name and address of station/location; 2) machine serial number and location outlined in coded suffixes 3) number of products sold for month reported; 4) total gross sales for the month with tax information detailed separately; and 5) dollar reading of non-re-settable meter. The reports should also include data of removal and/or replacement of machines in and out of County facilities and the name of the project manager who authorized such actions. The County may also require the awarded bidder to provide sales information by location. These reports shall be submitted in hardcopy form and signed by the awarded bidder's authorized representative. An electronic copy shall be available to be transmitted via e-mail or submitted by CD to MDT.

All books and records related to the contract must be made available for inspection and audit at any time to the proper County personnel or its designee. Records must conform to generally accepted accounting principles (GAAP) as promulgated by the American Institute of Certified Public Accountants. Violation of this procedure may result in re-procurement charges, restitution, and/or termination.

Miami-Dade County reserves the right to contact the awarded bidder and to perform random audits on the reporting of meter reading on any machine.

**3.12 COUNTY INSPECTION**

The awarded bidder agrees that the County shall have the right to periodically and randomly witness the filling and removal of all products and money from any and all machines at any time by any method the County so desires without advising the awarded bidder.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**VENDING MACHINE SERVICES FOR MDT**

**3.13 VENDING MACHINES**

The awarded bidder(s) shall provide vending machines that meet the ENERGY STAR specifications for energy efficiency as outlined below for refrigerated goods and shall have a built-in Ground Fault Interrupter. See link below for complete product specifications and an updated list of qualifying products.

[http://www.energystar.gov/index.cfm?c=vending\\_machines.pr\\_crit\\_vending\\_machines](http://www.energystar.gov/index.cfm?c=vending_machines.pr_crit_vending_machines)

$$Y = 0.45 [8.66 + (0.009 \times C)]$$

Where:

Y = 24 hr energy consumption (kWh/day) after the machine has stabilized

C = vendible capacity

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below:

1. Lighting low power state – lights off for an extended period of time.
2. Refrigeration low power state – the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state – the lights are off and the refrigeration operates in its low power state.

In addition, machines shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**May 23, 2012**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued  
 by: Ana  
 Rioseco

ISD/PM

Date Issued:  
 04/26/2012

This Bid Submittal Consists of  
 Pages **16** through **20 Plus**  
**Affidavits**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:**

**Vending Machine Services for Miami-Dade Transit**

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>740-85 &amp; 165-92</b>	
Procurement Contracting Officer      Ana M. Rioseco	

FIRM NAME \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**

## SECTION 4

**BID SUBMITTAL FOR:  
Vending Machine Services for Miami-Dade Transit****FIRM NAME:** \_\_\_\_\_

ITEM	DESCRIPTION	PERCENTAGE OFFERED
1	Commission Percentage:	_____ Commission Percentage
2	Per Section 2.35, submit list of products offered for sale.	
Bidder's commission offered shall be in addition to the required Monthly Access Fee (MAF) payment. As a condition of award, and by signing below, the bidder hereby agrees to pay the MAF as described in Section 2, paragraph 2.6 of this bid and the Commission Percentage for all machines listed in Section 3 and any additional machines that may added at a later date.		

\_\_\_\_\_  
Bidder's Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title



**SECTION 4  
BID SUBMITTAL FOR:  
Vending Machine Services for Miami-Dade Transit**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**Bid Title: Vending Machine Services for Miami-Dade Transit**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ **Place a check mark here only if bidder has such conviction to disclose.**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ **Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ **Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_



Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days **(Please see paragraph 1.2 H of General Terms and Conditions)****Signature:** \_\_\_\_\_ **(Signature of authorized agent)****\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



# **APPENDIX**

## **AFFIDAVITS** **FORMAL BIDS**



**Miami-Dade County**  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : Federal Employer  
Identification Number (FEIN):

Contract Title:

### Affidavits and Legislation/ Governing Body

1.	<b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6.	<b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2.	<b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7.	<b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	<b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) f the County Code	8.	<b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4.	<b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	<b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5.	<b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10.	<b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	State	Zip Code

## Notary Public Information

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
 Print or Stamp of Notary Public                      Expiration Date                      Notary Public Seal

# FAIR SUBCONTRACTING PRACTICES

## (Ordinance 97-35)

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100